



NORTH AMERICAN CAR CORPORATION

222 SOUTH RIVERSIDE PLAZA • CHICAGO, ILLINOIS 60606 U.S.A. • (312) 648-4000 • TELEX 255222

This is
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RECORDATION NO. 11417-FFFFFFFFFF
Filed 1425

DEC 30 1980-3 40 PM

0-365A082

INTERSTATE COMMERCE COMMISSION December 22, 1980

DEC 30 1980

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Date.....
Fee \$ 20.00

ICC Washington, D. C.

RE: Filing of Supplementary Rider No. 1 ("Rider") dated
as of June 30, 1980 to Car Leasing Agreement 2707
("Lease") between North American Car Corporation ("NAC")
and Farmers Union Elevator Company ("Lessee")

Dear Madam:

Enclosed for recording under 49 U.S.C. Section 11303 are an
executed counterpart and four certified true copies of the
Rider, which has been assigned to General Electric Credit and
Leasing Corporation ("Assignee"), pursuant to a Bailment
Agreement and Assignment of Leases ("Bailment Agreement")
dated as of December 18, 1978 and amended on November 15, 1979
and recorded with the Interstate Commerce Commission on January
23, 1980, under Recordation No. 11417. Please record this Rider
under that Recordation number.

The equipment is covered in the Rider and the names and addresses
of the parties are as follows. The address of the Lessor, North
American Car Corporation, is 222 South Riverside Plaza, Chicago,
Illinois 60606 and the address of the above named Lessee is
One block off Highway 248, Richland, Montana 59260. Please
cross index this filing against the name of that Lessee.

The Rider supplements the Lease by subjecting the equipment
described in the Rider to the terms of the Lease, thereby
leasing the same to the Lessee. The Bailment Agreement provides
that NAC shall hold, lease, maintain and perform certain
administrative and other services with respect to the equipment
covered by the Lease and that NAC assigns to Assignee all its
interest in, but not its obligations under, the Lease (including
amounts received or credited for mileage compensation relating
to that leased equipment). The equipment covered by the Lease
has been or is to be sold to Assignee.

RECEIVED FILES
BRANCH
DEC 30 1980

TIGER LEASING GROUP

Secretary
Interstate Commerce Commission

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Also enclosed is a check payable to the Interstate Commerce Commission in the amount of \$20 for the required recording fee. Pursuant to the Commission's rules and regulations for the recording of certain documents under 49 U.S.C. Section 11303, you are hereby requested to duly file one certified true copy for record in your office, cross-indexing the same so stated above, and to return the executed counterpart and the remaining three certified true copies, the Secretary's Certificate of Recording, and related fee receipt, to the messenger making this delivery.

If you have any questions, please contact the undersigned.

Very truly yours,



Edward H. Soderstrom, II
Assistant Secretary

enclosure

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C E R T I F I C A T E

INTERSTATE COMMERCE COMMISSION

I hereby certify that I have compared this certified, true copy of Rider No. 1 to Car Leasing Agreement 2707 between North American Car Corporation and Farmers Union Elevator Company dated June 30, 1980 to the original of such Rider and that this copy is a true and correct copy in all respects.

Doris M. Hebrant

(SEAL)

My Commission Expires 5-6-82.

KEEP
JCC FILE COPY

11417- FFFFFF
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RIDER NO. 1
Forming Part of
NORTH AMERICAN CAR CORPORATION
CAR LEASING AGREEMENT 2707

This rider ("Rider") and the above Car Leasing Agreement constitute a separate agreement ("Agreement") which, together with all rights under the Agreement, may be assigned as security or otherwise. No subsequent amendment to the Agreement shall be effective against any assignee hereof. The cars described herein shall be subject to the terms and conditions of the Agreement and this Rider during the term of use and for the rental set forth below:

<u>Number of Cars</u>	<u>Type of Car</u>	<u>Monthly Rental Per Car</u>
Five (5)	4750 cubic foot capacity covered hopper cars, unlined, for shipment of Grain (NAHX 486550 thru 486554)	\$500.00

North American and Lessee agree that the rental rate as shown above shall be increased \$1.55 per car per month for each point increase in the Wholesale Price Index of Commodity Prices (railroad equipment - code 144), according to the latest information available as reported in the current "Survey of Current Business", published by the U. S. Department of Commerce, as of the date the first car is released for delivery to Lessee, over a base of 280.5 as was reported for July, 1979. Rentals thus calculated shall be rounded to the nearest \$0.50.

For each mile in excess of $\frac{20,000 \times \text{days in service}}{365}$ that each car covered by this Rider travels in a calendar year, there will be an additional charge of \$0.025.

Lessee agrees to be responsible for all freight charges incurred in the shipment of said cars to Lessee.

The term of use of the cars hereinabove described shall commence on the date of delivery thereof to Lessee, and shall continue for a period ending five (5) years from the first day of the month following the average date of delivery of such cars to Lessee.

Dated this 30th day of June, 1980.

ATTEST:

James M. B. [Signature]
Assistant Secretary

NORTH AMERICAN CAR CORPORATION

By [Signature]
Vice President

ATTEST:

Richard [Signature]
Secretary

FARMERS UNION ELEVATOR COMPANY

By Kenneth R. [Signature]
President

"This Lease is a COUNTERPART ORIGINAL. No assignment of, or security interest in, this Lease may be created or effected except by the transfer of possession of the copy marked "ORIGINAL."

CAR LEASING AGREEMENT 2707
RIDER NO. 1

State of Illinois)
) SS:
County of Cook)

On this 29th day of July, 19 80, before me personally appeared R. C. Underwood, to me personally known, who, being by me duly sworn, says that he is a Vice President of North American Car Corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors or other due authority, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Lenny Catalano
Notary Public

(Notarial Seal)

My Commission expires 8-14-83

State of Montana
) SS:
County of Valley)

On this 15TH day of SEPT, 19 80, before me personally appeared KENNETH R. GREENWOOD, to me personally known, who, being by me duly sworn, says that he is a PRESIDENT of FARMERS UNION ELEVATOR COMPANY, that said instrument was signed on behalf of said corporation by authority of its Board of Directors or other due authority, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Larry D. Ohlajel
Notary Public

(Notarial Seal)

My Commission expires 8-1-83